

NCMB Chapter 13 Plan (1/1/20)

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF NORTH CAROLINA

Fill in this information to identify your case:

Debtor 1: Brian France
 First Name Middle Name Last Name

Debtor 2: LaShawnda Denise France
 (Spouse, if filing) First Name Middle Name Last Name

Case Number: _____
 (If known)

SSN# Debtor 1: XXX-XX- xxx-xx-5081

SSN# Debtor 2: XXX-XX- xxx-xx-2117

☐ Check if this is an amended plan,
 and list below the sections of the
 plan that have changed.

CHAPTER 13 PLAN

Section 1: Notices.

To Debtors: This form sets out options that may be appropriate in some cases, but the presence of an option on this form does not indicate that the option is appropriate in your circumstances. Plans that do not comply with Local Rules and judicial rulings may not be confirmable. *You must check each box that applies in § 1.1 and 1.3 below. If an item is checked as "Not Included" or if both boxes are checked, the provision will be ineffective if set out later in the plan.*

1.1	A limit on the amount of a secured claim, set out in Section 4, which may result in a partial payment or no payment at all to the secured creditor.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase money security interest will be done by separate motion or adversary proceeding.		<input checked="" type="checkbox"/> Not Included
1.3	Nonstandard provisions set out in Section 9	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included

To Creditors: Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.

You will need to file a proof of claim in order to be paid under any plan. Official notice will be sent to Creditors, which will provide the name and address of the Trustee, the date and time of the meeting of creditors, and information regarding the filing of proofs of claim.

You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least seven days before the date set for the hearing on confirmation. You will receive notification from the Bankruptcy Court of the date set for the hearing on confirmation. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015.

Section 2: Payments.

2.1 Plan length. The applicable commitment period is:

☒ 36 Months

☐ 60 Months

2.2 Payments. The Debtor will make payments to the Trustee as follows:

\$422.00 per **Month** for **60** month(s)

Additional payments **NONE**

The Debtor shall commence payments to the Trustee within thirty (30) days from the date the petition was filed. If fewer than 60 months of payments are specified, additional monthly payments will be made to the extent necessary to pay creditors as specified in this plan.

2.3 Liquidation value.

- a. ☒ The amount that allowed priority and non-priority unsecured claims would receive if assets were liquidated in a Chapter 7 case, after allowable exemptions, is estimated to be \$ **0.00**.
- b. ☐ Classes of unsecured claims are established, if necessary, based on liquidation value requirements as follows:
- Class ____ - Allowed unsecured claims of ____ with a liquidation value requirement of \$ ____.
- Class ____ - Allowed unsecured claims of ____ with a liquidation value requirement of \$ ____.
- Class ____ - Allowed joint unsecured claims of ____ with a liquidation value requirement of \$ ____.
- c. ☐ Due to liquidation value requirements, interest at ____ per annum will be paid to allowed priority and non-priority unsecured claims as provided below:
- ☐ Interest to all allowed priority and non-priority unsecured claims.
- ☐ Interest to allowed priority and non-priority claims in Class ____.

Section 3: Fees and Priority Claims.

3.1 Attorney fees.

- ☒ The Attorney for the Debtor will be paid the presumptive base fee of \$ **4500.00**. The Attorney has received \$ **0** from the Debtor pre-petition and the remainder of the fee will be paid monthly by the Trustee as funds are available.
- ☐ The Attorney for the Debtor will be paid a reduced fee of \$ _____. The Attorney has received \$ _____ from the Debtor pre-petition and the remainder of the fee will be paid monthly by the Trustee as funds are available.
- ☐ The Attorney for the Debtor will file an application for approval of a fee in lieu of the base fee.

3.2 Trustee costs. The Trustee will receive from all disbursements such amount as approved by the Court for payment of fees and expenses.

3.3 Priority Domestic Support Obligations ("DSO").

- a. ☒ None. If none is checked, the rest of Section 3.3 need not be completed or reproduced.

3.4 Other priority claims to be paid by Trustee.

- a. ☐ None. If none is checked, the rest of Section 3.4 need not be completed or reproduced.
- b. ☒ To Be Paid by Trustee

Creditor	Estimated Priority Claim
Forsyth County Tax Collector	\$0.00
Internal Revenue Service	\$0.00
NC Department of Revenue	\$338.04

Section 4: Secured Claims.

4.1 Real Property – Claims secured solely by Debtor's principal residence.

- a. ☒ None. If none is checked, the rest of Section 4.1 need not be completed or reproduced.

4.2 Real Property – Claims secured by real property other than by Debtor's principal residence AND claims secured by Debtor's principal residence and additional collateral.

- a. ☒ None. If none is checked, the rest of Section 4.2 need not be completed or reproduced.

4.3 Personal property secured claims.

- a. ☐ None. If none is checked, the rest of Section 4.3 need not be completed and reproduced.
- b. ☐ Claims secured by personal property to be paid in full.

Creditor	Collateral	Estimated Claim	Monthly Payment	Interest Rate	Adequate Protection Payment	Number of Adequate Protection Payments
-NONE-						

- c. ☐ Claims secured by personal property excluded from 11 U.S.C. § 506 being either (i) incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for personal use of the Debtor, or (ii) incurred within one (1) year of the petition date and secured by a purchase money security interest in any other thing of value. The filed claim must include documentation to show exclusion from 11 U.S.C. § 506 in order to be paid in full.

Creditor	Collateral	Estimated Claim	Monthly Payment	Interest Rate	Adequate Protection Payment	Number of Adequate Protection Payments
-NONE-						

- d. ☒ Request for valuation to treat claims as secured to the value of the collateral and any amount in excess as unsecured. *This will be effective only if the applicable box in Section 1.1 of this plan is checked.*

Creditor	Estimated Amount of Total Claim	Collateral	Value of Collateral	Amount of Claims Senior to Creditor's Claim	Amount of Secured Claim	Monthly Payment	Interest Rate	Adequate Protection Payment	Number of Adequate Protection Payments
Lendmark Financial Services, LLC	\$4,367.20	2004 Mazda Mazda6	\$3,352.50	\$0.00	\$3,352.50	\$66.00	6.75%	\$0.00	
North State Acceptance, L.L.C.	\$8,192.96	2008 Lincoln MKX V6	\$5,490.00	\$0.00	\$5,490.00	\$108.00	6.75%	\$0.00	
NC Department of Revenue	\$41,584.03	All Personal Property not otherwise exempt	\$7,179.80	\$0.00	\$7,179.80	\$135.00	5.00%	\$0.00	

- e. ☐ Maintenance of payments and cure of default.

Installment payments on the claims listed below will be maintained and any arrearage will be paid in full. Proofs of claim should reflect arrearage through the petition date. For claims being paid by the Trustee, the Trustee will commence disbursements of installment payments the month after confirmation and any filed arrearage claims will be adjusted accordingly. Amounts stated on a proof of claim as adjusted to include post-petition payments through the month of confirmation, will control over any contrary amounts listed below for the installment payment and the arrearage.

Creditor	Collateral	Installment Payment	Estimated Arrearage Amount on Petition Date	Pre-Confirmation Adequate Protection Payments
-NONE-				

The Debtor requests that the Court determine the value of the secured claims listed as set forth in Sections 4.1.d, 4.2.d, and 4.3.d as applicable. For each non-governmental secured claim listed above, the Debtor states that the value of the secured claim should be set out in the column

headed *Amount of Secured Claim*. For secured claims of governmental units only, unless otherwise ordered by the Court, the value of a secured claim listed in a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary amount listed above. For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated above.

The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Section 6 of this plan. If the amount of a creditor's secured claim is listed above as having no value, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Section 6 of this plan. Unless otherwise ordered by the Court, the amount of the creditor's total claim listed on the proof of claim controls over any contrary amounts listed in Section 4.

The holder of any claim listed in Section 4 as having value in the column headed *Amount of Secured Claim* will retain the lien on the property interest of the Debtor or the estate until the earlier of:

- (a) payment of the underlying debt determined under non-bankruptcy law, or
- (b) discharge of the underlying debt under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor.

Section 5: Collateral to be Surrendered.

- a. ☒ None. If none is checked, the rest of Section 5 need not be completed or reproduced.

Section 6: Nonpriority Unsecured Claims.

6.1 Nonpriority unsecured claims not separately classified.

Allowed nonpriority unsecured claims will be paid pro rata with payments to commence after priority unsecured claims are paid in full. There is no requirement for a distribution to nonpriority unsecured claims except as provided in Section 2.3 or 6.

- a. ☒ The minimum sum of \$ 0 will be paid pro rata to nonpriority unsecured claims due to the following:
- ☐ Disposable Income
 - ☐ Other
- b. ☐ Allowed non-priority unsecured claims will be paid in full with interest at ____% per annum due to all disposable income not being applied to the plan payment.

6.2 Separately classified nonpriority unsecured claims.

- a. ☒ None. If none is checked, the rest of Section 6.2 need not be completed or reproduced.

Section 7: Executory Contracts and Unexpired Leases.

- a. ☒ None. If none is checked, the rest of Section 7 need not be completed or reproduced.

Section 8: Local Standard Provisions.

- 8.1
- a. The Trustee shall collect and disburse payments in accordance with the plan.
 - b. Proofs of claim must be filed to receive disbursements pursuant to the plan. Any claim to be paid as secured must contain evidence of a properly perfected lien on property of the estate. If a claim is listed as secured and the creditor files an unsecured claim, the claim will be treated as unsecured.
 - c. Any creditor holding an allowed secured claim and to whom the Debtor is surrendering property under the order confirming plan is granted relief from the automatic stay as to the property and relief from any co-debtor stay so the creditor may obtain possession and liquidate the property. Any net proceeds, after payment of liens and costs of liquidation, are to be forwarded to the Trustee.
 - d. All payments being made by the Trustee on any claim secured by real or personal property shall terminate upon the lifting of the automatic stay with respect to the affected property.
 - e. Notwithstanding the allowance of a claim as secured, all rights under Title 11 to avoid liens or transfers are reserved and confirmation of the plan is without res judicata effect as to any action to avoid a lien or transfer.
 - f. Notwithstanding 11 U.S.C. § 1327(b), all property of the estate as specified by 11 U.S.C. §§ 541 and 1306 shall continue to be property of the estate following confirmation until the earlier of discharge, dismissal, or conversion of the case.

- g. Confirmation of the plan shall not prejudice the right of the Debtor or Trustee to object to any claim.
- h. The Debtor must promptly report to the Trustee and must amend the petition schedules to reflect any significant increases in income and any substantial acquisitions of property such as inheritance, gift of real or personal property, or lottery winnings.

8.2 THE FOLLOWING ADDITIONAL PROVISIONS ARE APPLICABLE TO THE HOLDER OR SERVICER ("HOLDER") OF A CLAIM SECURED BY A DEED OF TRUST, A MORTGAGE OR SECURITY INTEREST IN REAL PROPERTY, OR A MOBILE HOME THAT IS THE DEBTOR'S PRINCIPAL RESIDENCE:

- a. The Holder, upon confirmation, is precluded from imposing late charges or other default related fees based solely on pre-confirmation default.
- b. If the Trustee is disbursing ongoing monthly installment payments, the Holder must apply each ongoing payment to the month in which the payment is designated.
- c. For any loan with an escrow account, the Holder must prepare and must send an escrow analysis annually to the Debtor, the Trustee and the Debtor's attorney. The first escrow analysis must be filed with the proof of claim in accordance with Bankruptcy Rule 3002.1. The escrow analysis should not include any amounts that were included or should have been included in the arrearage claim.
- d. The Holder shall continue to send monthly statements to the Debtor in the same manner as existed pre-petition and such statements will not be deemed a violation of the automatic stay.
- e. The Holder is required, upon request, to provide account information to the Trustee within 21 days of the request and failure to provide a timely response may result in an order requiring the Holder to appear and show cause as to why Holder should not be sanctioned for failure to comply.
- f. Nothing herein shall modify Holder's responsibilities under Bankruptcy Rule 3002.1.
- g. Unless the Court orders otherwise, an order granting a discharge in the case shall be a determination that all pre-petition and post-petition defaults have been cured and the account is current and reinstated on the original payment schedule under the note and security agreement as if no default had ever occurred.
- h. **PENALTY FOR FAILURE OF HOLDER TO COMPLY WITH THE REQUIREMENTS OUTLINED IN BANKRUPTCY RULE 3002.1.**
Without limitation to the Court's authority to afford other relief, any willful failure of the Holder to credit payments in the manner required by Bankruptcy Rule 3002.1 or any act by the creditor following the entry of discharge to charge or collect any amount incurred or assessed prior to the filing of the Chapter 13 Petition or during the pendency of the Chapter 13 case that was not authorized by the order confirming plan or approved by the Court after proper notice, may be found by the Court to constitute contempt of Court and to be a violation of 11 U.S.C. § 524(i) and the injunction under 11 U.S.C. § 524(a)(2).

Section 9: Nonstandard Plan Provisions.

- a. ☒ None. If none is checked, the rest of Section 9 need not be completed or reproduced.

By filing this document, the Debtor(s), if not represented by an Attorney, or the Attorney for Debtor(s) certify(ies) that the wording and order of the provisions in this Chapter 13 Plan are identical to those contained in NCMB Chapter 13 Plan, other than any nonstandard provisions included in Section 9.

Signature(s):

If the Debtor(s) do not have an Attorney, the Debtor(s) must sign below; otherwise the Debtor(s) signatures are optional. The Attorney for the Debtor(s), if any, must sign below.

/s/ Brian France

Brian France

Signature of Debtor 1

Executed on February 18, 2020
mm/dd/yyyy

/s/ LaShawnda Denise France

LaShawnda Denise France

Signature of Debtor 2

Executed on February 18, 2020
mm/dd/yyyy

/s/ Brandi L. Richardson

Brandi L. Richardson 38699

Signature of Attorney for Debtor(s)

Date: February 18, 2020

Address: **PO Box 840**

Reidsville, NC 27323
Telephone: 336-348-1241
State Bar No: 38699 NC

UNITED STATES BANKRUPTCY COURT
Middle District of North Carolina

In re: Brian France)	Case No.
LaShawnda Denise France)	
4841 Diane Court)	
(address))	
Walkertown NC 27051-0000)	CHAPTER 13 PLAN
SS# XXX-XX- xxx-xx-5081)	
SS# XXX-XX- xxx-xx-2117)	
)	
Debtor(s))	

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the plan was served by first class mail, postage prepaid , to the following parties at their respective addresses:

Reid Wilcox
Clerk of Court
U.S. Bankruptcy Court
Middle District of North Carolina
P.O. Box 26100
Greensboro, NC 27402

Kathryn L. Bringle
Chapter 13 Trustee
Winston-Salem Division
Post Office Box 2115
Winston-Salem, NC 27102-2115

Acceptance Now
444 Highway 96 E
Saint Paul, MN 55127

Affiliated Acceptance Corporation
PO Box 790001
Sunrise Beach, MO 65079

Affiliated Management Services, Inc.
5651 Broadmoor
Mission, KS 66202

Allegacy Federal Credit Union
PO Box 26043
Winston Salem, NC 27114

Allied Collection Service
9301 Oakdale Avenue, Suite 205
Chatsworth, CA 91311

Allied Collection Services
1607 Central Avenue
Columbus, IN 47201

Ashley Funding
c/o Resurgent Capital Services
PO Box 10587
Greenville, SC 29603

AT&T Mobility II LLC
AT&T Services, Inc.
Karen A. Cavagnaro, Paralegal
One AT&T Way, Suite 3A104
Bedminster, NJ 07921

Attorney General of the United States
US Department of Justice
950 Pennsylvania Avenue NW
Washington, DC 20530-0001

Capella University
62762 Collection Center Drive
Chicago, IL 60693

Capital Accounts
PO Box 140065
Nashville, TN 37214

Capital One
PO Box 30285
Salt Lake City, UT 84130

Capital One
c/o Becket and Lee LLP
PO Box 3001
Malvern, PA 19355

Comenity Bank/Express
PO Box 182789
Columbus, OH 43218

Credit Bureau of Greensboro
PO Box 26140
Greensboro, NC 27402

Credit One Bank
PO Box 98873
Las Vegas, NV 89193

Datamax
Interstate Credit Collections
711 Coliseum Court
Winston Salem, NC 27106

Dr. Amy Jo Pardon, DDS
406 W. Mountain Street
Kernersville, NC 27284

Dr. Ronald W. Logan, Jr, DDS
4622 Country Club Drive, Suite 240
Winston Salem, NC 27104

Drs. Bailey, Peoples & Oghali, PA
1405 Westgate Center Drive
Winston Salem, NC 27103

Educational Credit Management Corp.
PO Box 16408
Saint Paul, MN 55116

Fedloan Servicing
PO Box 69184
Harrisburg, PA 17106

First National Bank
4140 E. State Street
Hermitage, PA 16148

First Point Collection Resources
PO Box 26140
Greensboro, NC 27402

Forsyth County Clerk of Superior Court
200 North Main Street
Winston Salem, NC 27101

Forsyth County Tax Collector
PO Box 82
Winston Salem, NC 27102

Forsyth Emergency Services
Novant Health Forsyth Medical Center
3333 Silas Creek Parkway
Winston Salem, NC 27103

Franklin Collection Service
PO Box 3910
Tupelo, MS 38803

Get Fit LLC
320 London Road, #105
Delaware, OH 43015

Greensboro Radiology
1331 N. Elm Street, Suite 200
Greensboro, NC 27401

Greensboro Radiology

PO Box 26152

Greensboro, NC 27402

Internal Revenue Service

PO Box 7346

Philadelphia, PA 19101-7346

Internal Revenue Service

2303 Meadowview Road

Insolvency, Mail Stop 9

Greensboro, NC 27407

Internal Revenue Service

PO Box 7346

Philadelphia, PA 19101-7346

Jay Green

The Green Law Firm, PC

908 Edenton Street

Raleigh, NC 27601

Kohl's/Capital One NA

PO Box 3084

Milwaukee, WI 53201

LabCorp

PO Box 2240

Burlington, NC 27216

Lendmark Financial Corporate Office

2118 Usher Street NW

Covington, GA 30014

Lendmark Financial Services, LLC

Attn: Officer/Managing Agent

1735 North Brown Road, Suite 300

Lawrenceville, GA 30043

Lendmark Financial Services, LLC

by and through its Registered Agent

CT Corporation System

160 Mine Lake Ct, Ste 200

Raleigh, NC 27615-6417

Lendmark Financial Services, LLC

960 S. Main Street, B

Kernersville, NC 27284

LVNV Funding, LLC

Resurgent Capital Services

PO Box 10587

Greenville, SC 29603

LVNV Funding, LLC

Resurgent Capital Services

PO Box 10587

Greenville, SC 29603

Midway Meats

3280 Clodfelter Road

Winston Salem, NC 27107

National Recovery

PO Box 67015

Harrisburg, PA 17106

NC Department of Revenue

Attn: Reginald S. Hinton, Process Agent

PO Box 25000

Raleigh, NC 27640

NC Department of Revenue Bankruptcy Unit

PO Box 1168

Raleigh, NC 27602

NC Division of Employment Security

PO Box 25903

Raleigh, NC 27611-5903

North State Acceptance, L.L.C.

Attn: Officer/Managing Agent

PO Box 58187

Raleigh, NC 27658-8187

North State Acceptance, L.L.C.

by and through its Registered Agent

CT Corporation System

160 Mine Lake Ct Ste 200

Raleigh, NC 27615

North State Acceptance, LLC

PO Box 309

Kernersville, NC 27285

Novant Health

PO Box 1123

Minneapolis, MN 55440

Novant Health Imaging Piedmont

185 Kimel Park Drive, #160

Winston Salem, NC 27103

Nutribullet LLC

PO Box 4575

Pacoima, CA 91333

OneMain Financial

PO Box 3251

Evansville, IN 47731-3251

Onemain Financial Group

256 Summit Square Boulevard

Winston Salem, NC 27105

OneMain Financial Group, LLC

Attn: Officer/Managing Agent

100 International Drive, 16th Floor

Baltimore, MD 21202-4673

Pathologists Diagnostic Laboratory

3333 Silas Creek Parkway

Winston Salem, NC 27103

Piedmont Triad Anesthesia PA

145 Kimel Park Drive, #120

Winston Salem, NC 27103

Pinnacle Service Solutions, LLC

4408 Milestrip Road, #247

Buffalo, NY 14219

PMAB, LLC

PO Box 12150

Charlotte, NC 28220

Progressive Management Services

PO Box 2220

West Covina, CA 91793-2220

Quantum3 Group LLC

PO Box 788

Kirkland, WA 98083

QVC

1200 Wilson Drive at Studio Park

West Chester, PA 19380

Radius Global Solution

7831 Glenroy Road, Suite 250

Minneapolis, MN 55439

SCA Collections, Inc.

300 E. Arlington Blvd. Suite 6-A

Greenville, NC 27858

SCA Collections, Inc.

300 E. Arlington Blvd. Suite 6-A

Greenville, NC 27858

Solstas Lab Partners

PO Box 35907

Greensboro, NC 27425

Stern Recovery
1102 Greccade Street
Greensboro, NC 27408

Stern Recovery
415 N. Edgeworth Street, Suite 210
Greensboro, NC 27401

Stern Recovery Services
P.O. Box 14899
Greensboro, NC 27415

The Kraze Fitness
1850 Healy Drive
Winston Salem, NC 27103

Torres Credit
27 Fairview Street
Carlisle, PA 17015

Triad Radiology
3155 Maplewood Avenue
Winston Salem, NC 27103

Triad Radiology
3155 Maplewood Avenue
Winston Salem, NC 27103

US Attorney- Middle District of NC
Attn: Civil Process Clerk
101 S. Edgeworth Street 4th Floor
Greensboro, NC 27401

Verizon by American InfoSource LP, Agent
4515 Santa Fe Avenue
Oklahoma City, OK 73118

Verizon Wireless Bankruptcy Department
500 Technology Drive, Suite 550
Weldon Spring, MO 63304

Wake Forest Baptist Health
Medical Center Boulevard
Winston Salem, NC 27103

Wells Fargo Bank, N.A.
Attention: Bankruptcy Department MAC
#D3347-014
3476 Stateview Blvd.
Fort Mill, SC 29715

West Creek Financial
4951 Lake Brook Drive
Glen Allen, VA 23060

Winston Bone & Joint Surgical
3817 Forestgate Drive
Winston Salem, NC 27103

Winston Salem Utilities
100 E 1st Street, #131
Winston Salem, NC 27101

Date **February 18, 2020**

/s/ Brandi L. Richardson
Brandi L. Richardson 38699
